



Specifications

And

Contract Documents

**TAYLOR & DISTRICT ICE CENTRE
REFRIGERATION EQUIPMENT REPLACEMENT**

**DISTRICT OF TAYLOR
10007 – 100th A Street
Box 300
Taylor, BC
V0C 2K0**

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INVITATION TO TENDER

DISTRICT OF TAYLOR

TAYLOR & DISTRICT ICE CENTRE REFRIGERATION EQUIPMENT REPLACEMENT

Sealed tenders clearly marked “Refrigeration Equipment Replacement” will be received by the District of Taylor up to 2:00pm, local time May 15, 2017 at Council Chambers 10007 – 100th A Street, Taylor, B.C.

The work consists of replacing existing brine chiller & brine pump and underfloor heat exchanger. Tender documents may be obtained from the District Office on or after May 12, 2017. Electronic copies are available at www.bcbid.gov.bc.ca

The District reserves the right to reject any or all bids.

Inquiries may be directed to the undersigned:

Troy Gould
Director of Parks & Facilities
District of Taylor
Tel: 250-789-3333
tgould@districtoftaylor.com



DISTRICT OF TAYLOR
INSTRUCTION TO BIDDERS

CONTRACT:

**TAYLOR & DISTRICT ICE CENTRE
REFRIGERATION EQUIPMENT REPLACEMENT**

TERMS OF AGREEMENT:

Tenders are to conform to the following terms and conditions.

1. PROVINCIAL AND MUNICIPAL REGULATIONS

All work shall be carried out in a professional manner.

The contractor shall keep himself/herself fully informed of and shall comply with all applicable Municipal, Provincial and Federal Legislation and regulations. It is the responsibility of the Contractor to obtain and pay for all permits required.

2. LABOUR, MATERIALS AND EQUIPMENT

The Contractor shall supply all necessary labour, materials and equipment pertaining to the work.

All equipment shall be in good working order and designed to effectively handle the work required. The price outlined in the Tender Form shall include all items listed above.

3. WORKSAFE B.C. REGULATIONS

The Contractor shall secure and maintain during the duration of this agreement, WorkSafe BC coverage for all persons involved in operations covered by this agreement. The Contractor shall conform and comply with all conditions set forth in the Workers' Compensation Act and Regulations pursuant thereto, and pay all assessments pursuant to the said Act except as stipulated.

The Contractor shall be deemed to be the Prime Contractor within the meaning of the WorkSafe BC Industrial Health and Safety Regulation for the Province of British Columbia. The Contractor shall have a safety program acceptable to WorkSafe BC.

The Contractor's attention is drawn to the current Health & Safety Regulation for construction published by WorkSafe BC. Prior to commencing construction work, the contractor shall furnish the Board with the written notice as required by the above mentioned regulations.

The Contractor shall ensure that all WorkSafe BC safety rules and regulations are observed during performance of this contract, not only by the Contractor but also by all sub-contractors, workers, material suppliers, and others engaged in performance of this contract.

The contractor shall indemnify the District of Taylor (District) and hold the District harmless from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafe BC assessments owing from any person or corporation engaged in the performance of this contract or arising out of or in any way related to a failure to observe safety rules, regulations and practices of WorkSafe BC. The Contractor shall provide a "clearance letter" indicating that the contractor is in compliance with all assessments from WorkSafe BC.

4. **INSURANCE**

The Contractor shall arrange, keep in force and provide evidence of **property damage and general public liability insurance with coverage of not less than \$2,000,000.00** inclusive per occurrence for bodily injury, death, damage to property including loss of use thereof, with a property damage deductible of \$500.00 arising, directly or indirectly from the contract.

If the Contract involves the use of an automobile or automobiles on or around the contract site, the Contractor shall provide evidence of Automobile Liability Insurance for each individual automobile, in an amount not less than \$1,000,000.00 inclusive per occurrence.

The Contractor shall have All Risks Contractors' Equipment Insurance covering construction machinery and equipment used by the Contractor for the performance of the Work.

These policies, where possible shall be issued to the Contractor and shall insure the District of Taylor as an additional named insured.

This insurance shall be maintained continuously from the commencement of the work until a completion certificate is issued by the District.

5. **NO SUB-CONTRACTING**

The Contractor shall not assign or sub-contract this agreement or any interest therein except as approved by the District.

6. **INVOICING**

Invoices shall identify all applicable taxes as separate costs. Payment will be based on a lump sum.

The District will verify the receipt of services and authorize payment with a cheque issued to the Contractor within 25 days of payment verification.

7. DISPUTE OF INVOICE PROCEDURE

If an invoice is in dispute, the District will process the amount not in dispute in accordance with the general terms of the contract.

The disputed amount and reason for dispute will be forwarded in writing to the Contractor who upon receipt shall respond within thirty (30) days in writing to the District.

There shall be a thirty (30) day time period for resolution between the two parties. Any item not identified during this period will not be accepted by the District.

8. INCOMPLETE WORK

The Contractor will have 30 days after the Date of Award of the Contract to commence the required work. If the work has not commenced on the 31st day after issue the District will engage another contractor to complete the work. Notice of Cancellation of contract will be issued to the initial Contractor. No payment will be issued to the initial Contractor.

9. EXTRA WORK

In no event shall the Contractor proceed with any work that the Contractor intends or expects to be treated as extra work. The Contractor must receive written approval from the District before proceeding with the work.

10. CANCELLATION OF CONTRACT

There shall be fourteen (14) days notification given by the District or Contractor prior to the cancellation of Contract.

11. AWARD

The Contractor shall within 15 days of receipt of the Notice of Award and prior to proceeding with any work provide:

1. A copy of the insurance policies specified in the Instructions to Bidders Item 4 and
2. A copy of the WorkSafe BC clearance letter Item 3.

12. HOURS OF WORK

All work must be done between the hours of 7:00 a.m. to 7:00 p.m. unless otherwise approved by the District.

13. SUPERVISION OF EMPLOYEES

The Contractor shall ensure the Work is effectively supervised by the foreman or supervisor who has a practical working experience and a good knowledge of the conditions and limitations of the Work.

14. TAXES AND DUTIES

The Contractor shall pay all government sales taxes, customs duties and excise taxes with respect to the Contract.

It will be the Contractor's responsibility to process the claim and obtain any applicable sales tax refund and it is expected that the Contractor will take advantage of this condition and bid the applicable items less sales tax.

Any increase or decrease in costs to the Contractor due to changes in such taxes and duties after the date of the Tender submission shall increase or decrease the contract price accordingly.

15. TENDER SECURITY

A tender must be accompanied by tender security in an amount equal to 10% of the Tender price in the form of a Bid Bond issued by a surety licensed to carry on the business of suretyship in British Columbia, or cash, bank draft, certified cheque, safekeeping agreement or irrevocable letter of credit issued by a financial institution in a form acceptable to the District.

16. INFORMATION

Additional information regarding this Tender may be provided by:

Troy Gould
Director of Parks & Facilities
District of Taylor
Tel: 250-789-3333
tgould@districtoftaylor.com

17. DESCRIPTION OF WORK AND SPECIFICATIONS

The work included under all items shall include the supply of all necessary material, plant, labour and equipment to complete the work in accordance with the specifications.

Item 1

Replacement of Brine Chiller Heat Exchanger, Cold Floor Brine Pump and Warm Floor Brine Pump

Item 2

Replacement of Underfloor Warm Floor Heat Exchanger

Item 3

Replacement of Snow Melt Heat Exchanger

Item 4

Replacement of Snow Melt Heat Exchanger



DISTRICT OF TAYLOR

TENDER FORM

CONTRACT:

TAYLOR & DISTRICT ICE CENTRE REFRIGERATION EQUIPMENT REPLACEMENT

I (WE) _____

of (Company Name) _____

having full knowledge of the locality of the above mentioned Contract project, of the work involved and required, and of the materials, tools, and equipment to be furnished and used, and having examined the Instruction to Bidders issued by the District of Taylor hereby offers to undertake all work and supply all materials, tools, equipment and labour necessary to perform the services in accordance with the Instruction to Bidders.

TOTAL TENDER
(Excluding Taxes)

\$ _____

I (WE) further agree, if this Tender is accepted, to furnish the District with such approved Bonds, W.C.B. and/or insurance, as have been specified in the Contract Documents.

Until a Formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding Tender between us.

I (WE) understand that the District of Taylor is not bound to accept the lowest or any Tender they may receive.

The Tender is valid for a period of thirty (30) days.

(Company Seal)

(Company Name)

(Company Address)

(Signature of Contractor)

(Date)

(Telephone Number)

(Email Address)